

## Definition of Terms –

**eDocket** – eDocket is a collection of three modules and a database infrastructure. Module 1 encompasses the entry of case, party, docket and receipting data. Module 2 includes the high speed batch scanning process. Module 3 includes the web based image retrieval mechanism.

Other eDocket components include statistical reports and electronic document recreation (a.k.a. Blueback/eRecord).

**Software Updates** – Software updates include any revisions to the current eDocket construct.

**Software Versions** – Software versions refer to a major revision in the eDocket construct. This can include, but is not limited to, an upgrade in the database structure, a change in the development tool used to create and maintain the eDocket construct or any major change in the eDocket business model.

**Critical Support** – Critical support calls should be characterized as a major eDocket outage.

## Agreement Term –

This agreement is effective from the date it is accepted by both parties. It will remain in effect for 1 year or until terminated by either Pima or Apache County.

The option to renew this agreement shall be requested in writing no later than 60 days prior to the termination date.

Agreement renewal may be subject to additions or modifications to the terms of this agreement. Additions or modifications to the terms set by this agreement must be acceptable to both Pima and Apache County.

## Ownership –

This agreement does not constitute a transfer of title or interest in the eDocket application. Any portion of this application that is modified or merged into another program, or is integrated with other programs or data to form derivative products, shall be subject to the provisions of this Shared Access Agreement.

Pima County retains ownership of eDocket.

Pima County reserves the right to incorporate ideas or business models, originating in Apache County, into the base eDocket Application.

This agreement may not be assigned, transferred or disposed of by either party without having attained written approval of the other.

Hardware or software purchased by Apache County shall remain the property of Apache.

Software, reports or any other automation created by Apache County that works in tandem with eDocket shall remain the property of Apache County.

## Project Terms –

Pima County agrees to provide the eDocket application and database structures to Apache County. See Addendum A for detailed eDocket functionality.

The eDocket application is provided “as-is”. Modifications to the eDocket application will be submitted in writing and will be prioritized based on Pima County’s current workload, modifications already in transit or upcoming eDocket releases.

Pima County agrees to provide ongoing updates as they are made available. Updates and new versions to eDocket will be made available as part of this agreement (as governed by the agreement duration).

Pima County agrees to support eDocket under the guidelines outlined in the Software Support section.

Apache County agrees to adhere to the recommended hardware and software configuration as detailed in the Recommended Environment section.

Apache County agrees to install all updates or new versions within a 90 day period.

### **Termination -**

This agreement may be terminated, in whole or in part, in writing by Pima County. Apache County must be given no less than 60 days written notice of the intent to terminate.

This agreement may be terminated, in whole or in part, in writing by Apache County. Pima County must be given no less than 60 days written notice of the intent to terminate.

Upon such termination, Apache County must cease the use of Pima County's eDocket application.

All notices of termination will be sent certified mail, postage prepaid and return receipt requested.

### **Deliverables –**

eDocket Case Initiation and Receipting Module

eDocket Docket Entry Module

eDocket Batch Scanning Module

eDocket Web-based Docket and Image Retrieval Module

eDocket Database

Two or three days onsite (Apache) installation and training

A minimum of two or three days offsite (Pima) training for Apache staff.

### **Liability -**

All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of Apache County will be the sole responsibility of Apache County and not the responsibility of Pima County.

All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of Pima County will be the sole responsibility of Pima County and not the responsibility of Apache County.

Nothing herein will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by Pima County, its agencies, or employees or by Apache County, and its agencies, or employees.

The relationship of Pima County to Apache County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship accrues to either party or either party's agent, subcontractor or employee as a result of this Agreement.

No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. Regarding liability for benefits as described in this paragraph, Apache County agrees to hold Pima County harmless from any claims, and any related costs or expense; and Pima County agrees to hold Apache County harmless from any claims, and any related cost or expense.

### **Recommended Environment –**

Apache County agrees to install and maintain the hardware and software listed below and in Attachment A.

Hardware – See Attachment B

Software –

Microsoft Windows Server NT4/2000  
MS SQL Server 7

Internet Information Server 4/5  
Pegasus ImagExpress Version 6  
Pegasus SmartScanBarcode Version 3

Pima County makes no assertion that any eDocket configuration outside of the recommended environment will be functional.

### **Software Support -**

Pima County will provide software support during normal business hours (Monday – Friday 8 am to 5 pm).

All critical support calls or e-mails will receive a prompt reply. Pima County agrees to reply to all critical support queries within 2 – 4 hours. All queries are subject to normal business hours.

Support contacts for both Pima and Apache will be listed. A central point of contact will be identified. In the event the central point of contact is not available, adequate backup will be provided and interested project parties will be informed.

Pima County will provide a support web site. The support web site will provide software updates, technology guides and other project related material.

Apache County user support will be the sole responsibility of Apache County's support staff. User support questions that transcend routine issues can be forwarded to Pima County.

To expedite response, Pima County will require remote access to Apache Servers and PCs to expedite troubleshooting.

Pima County accepts the aforementioned software support responsibilities under the following assumptions -

- The Recommended Environment is in place.
- The eDocket construct has not been tampered with or altered in any manner without direct guidance by Pima County.
- Routine server maintenance will be the responsibility of Apache County. This includes daily backups of operating system files, production databases and images.

Pima County will support the current eDocket construct until a new update or revision is deployed. Prior eDocket constructs will be supported for a maximum of 60 days.

Hardware maintenance and support is the sole responsibility of Apache County and/or the original manufacturer.

## Addendum A

### Pima Clerk EDMS (eDocket) Includes -

- Barcode Docketing
- High Speed Scanning (w/ Barcode Recognition)
- Web-based Record Search and Image Retrieval
- Electronic Document Distribution

### EDMS (eDocket) FEATURES

#### Superior Document Management Tools

- Multi-tiered docketing scheme provides flexible document detail
- Customizable docket codes meet any business need
- Free form document qualifiers provide additional detail
- Capture document pertinent dates (file, order, etc.)
- Automated barcode creation offers greater indexing and scanning possibilities

#### High Speed Barcode Scanning

- Barcode scanning provides efficient and accurate indexing
- Electronically collate large document batches with minimal user intervention
- Increase productivity without increasing staff

#### Online Record Retrieval

- Intuitive web interface
- High accessibility to court documents
- Customizable search functionality
- Detailed document information
- Document Portal provides accessibility to date sensitive documents

#### Electronic Document Distribution (eRecord)

- Electronically package court records for distribution
- Print, transmit or burn to CD/DVD packaged records
- Customize the eRecord to meet your specific business needs

#### EDMS Support

- Software created, maintained and is in production in the Clerk's Office, Pima County
- Software updates, maintenance and user guides available for download via Clerk Tech Support Website
- EDMS software (database, web, etc.) installations available via download or system "image"
- Remote administration of web and database components is available
- Onsite training and "train the trainer" opportunities are available
- Telephonic and e-mail support (End User + Tech)
- Regular software updates will be made available
- EDMS updates are rigorously tested before deployment
- Modular EDMS software design equates to easy expansion
- Hardware independent open architecture system

#### EDMS Technical Info

- Active Server Pages (ASP) based web user interface (InterDev 6)
- Scanning software written in Visual Basic 6
- Docketing software written in Visual Fox Pro 6
- All software development tools used are part of Microsoft's Visual Studio 6 suite

## Addendum B

Insert Visio Doc Here.

Internal Draft